

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: Dennis G. A. Nelson et al. :
APPLICATION NO.: Priority of Provisional Application : Examiner: Unassigned
60/124,258 filed March 12, 1999 :
FILING DATE: Herewith : Group Art Unit: Unassigned
TITLE: COMPOSITIONS COMPRISING A POTASSIUM :
SALT ACTIVE INGREDIENT, INCLUDING ORAL :
COMPOSITIONS FOR REDUCING DENTAL NERVE :
AND DENTIN SENSITIVITY COMPRISING A :
NON-MENTHOL FLAVORING :

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

PETITION UNDER 37 CFR §1.47(a)
TO ACCEPT FILING BY ONE OF JOINT INVENTORS

Dennis Nelson, a co-inventor of the above identified provisional application and of the attached application, through the undersigned attorney, hereby petitions the Commissioner to accept the application on behalf of himself and co-inventor, Andrew Gallopo ("Dr. Gallopo"), who specifically refuses to join in the application or to sign any documents including the Declaration for the attached application which was sent to him for execution. Dr. Gallopo's current address is 4B-A Foxwood Drive, Morris Plains, New Jersey, 07950.

Enclosed herewith are declarations by Kristina L. Konstas, the attorney who filed the original provisional application, and by the undersigned attorney, Israel Nissenbaum; with whom Dr. Gallopo had correspondence and to whom he vehemently expressed his refusal to sign any documents or to join in the present application. The declarations set forth a correspondence chronology with proof of the pertinent facts, by attestation and by supporting documentary exhibits.

In narrative summary, Dr. Gallopo was hired by Pfizer Inc ("Pfizer"), assignee of the provisional and present applications (by recorded assignment and contractual agreement), as an outside consultant, to assist in Pfizer in development of oral care products, during the time period January 1, 1997 to June 30, 1997 (the term of the agreement was not extended at the expiry thereof). By express agreement (letter consulting Agreement dated December 18, 1996-executed by Dr. Gallopo on January 4, 1997- Exhibit A herein), Dr. Gallopo agreed that Pfizer was to be the exclusive owner of inventions arising from work under the agreement and that he would, "...execute such documents and take such other action, at the Company's expense, as may be necessary or appropriate to establish such ownership and to assist the Company in obtaining patents thereon in the United States and/or foreign countries...". The provisional application and present application encompass work done under the agreement in conjunction with Dennis Nelson, a Pfizer employee.

Dr. Gallopo was no longer a consultant to Pfizer when the provisional application was prepared and filed on March 12, 1999. He reviewed the application prior to filing and provided some comments, for which he was paid in the amount of \$500 (the term in the Agreement of "at the Company's expense" was read by Dr. Gallopo as indicating compensation for his reviewing of the application) in order to obtain Dr. Gallopo's co-operation even though Pfizer had no obligation for any such payment under the

agreement. From the filing date of the provisional application until about the end of June, 1999, there was a series of correspondence between Kristina L. Konstas and Dr. Gallopo [Exhibits B-L] wherein Dr. Gallopo was asked to execute an assignment for the application for an agreed to compensation of \$125 (again offered to ensure cooperation). Dr. Gallopo suggested changes to the assignment, which were effected, but took umbrage at Pfizer's assertion that this amount included payment for signing documents for the non-provisional application and documents for foreign filings (if any) for which he had not agreed, stating, in writing that Pfizer was not to contact him again. When Ms. Konstas nevertheless contacted him by way of clarification and apology, Dr. Gallopo insisted that the agreed to \$125 payment was just for his signing of the assignment of the provisional application and not for any other other documents including the non-provisional US and foreign filings, at which point he asked for \$3225 for signing the original assignment, with other documents to be extra. Dr. Gallopo, in the correspondence nevertheless acknowledged ownership by Pfizer of the invention and application and asked that Pfizer file without his signature on the documents, without contacting him further.

Israel Nissenbaum, the undersigned attorney, assigned to effect the non-provisional and foreign filings, due by March 12, 2000, though advised of Dr. Gallopo's effective refusal to sign any documents for Pfizer, nevertheless sent both the application and declaration to Dr. Gallopo with an apologetic letter indicating that the US Patent and Trademark Office requires all the inventor's signatures on declarations and that Pfizer could not sign for him or file without his signature but that his signature would not be construed as an assignment.

The application and declaration were returned unsigned (the original, with envelope, is attached as Exhibit II), but with the pages marked with vehement statements that he not be contacted again (re-iterated), with the signature area of the declaration marked "VOID", that no more documents were to be sent to him, and that it was a "3rd warning".

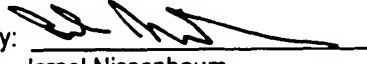
It is very clear that Dr. Gallopo will not sign or join in the present application and that actions in full compliance with the provisions of 37 CFR §1.47 have been taken in trying to obtain his signature. Grant of the petition to accept the present application, without Dr. Gallopo's signature, on behalf of co-inventor Dennis Nelson, is appropriate and is so requested.

It is further petitioned that with grant of this petition and acceptance of the application, that the USPTO, in sending notice of the filing to Dr. Gallopo, clearly indicate that such notification is only from the USPTO, in accordance with its procedures, and is not attributable to Pfizer.

Please charge the fee for the present petition to Deposit Account No. 16-1445.

Respectfully submitted,
Dennis G. A. Nelson

Date: February 14, 2000

By: 
Israel Nissenbaum
Attorney for Applicant
Reg. No. 27,582

Pfizer Inc
Patent Dept., 20th Floor
235 East 42nd Street
New York, NY 10017-5755
212-733-6475

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IN RE APPLICATION OF: Dennis G. A. Nelson et al. :
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Assistant Commissioner for Patents
Washington, D.C. 20231

Sir

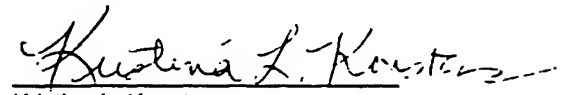
DECLARATION BY KRISTINA L. KONSTAS

Kristina L. Konstas declares, states and says that she is a patent attorney employed by Pfizer Inc (Pfizer) and that:

- 1) She prepared and filed US provisional application 60/124,258 on March 12, 1999, based on a disclosure from co-inventors Dennis Nelson and Andrew Gallopo (Dr. Gallopo).
- 2) The following (except for the original Consulting agreement- Exhibit A herein) is a correspondence chronology, between herself and Dr. Gallopo, during the course of preparing the application and shortly after its filing:
 - A) Exhibit A is a copy of the Consulting Agreement, taken from the correspondence file of the application, dated December 18, 1996, between Pfizer Inc. and Dr. Gallopo, setting forth the field of his consultancy as being for the research and development of oral care products with a term between January 1, 1997 to June 30, 1997. Upon information and belief, the consultancy term was not extended. The Agreement was executed by Dr. Gallopo on January 4, 1997. In paragraph 7 thereof, the Company (Pfizer) was to be the exclusive owner of any invention arising from work by Dr. Gallopo under the Agreement and that Dr. Gallopo further agreed to "...execute such documents and take such other action, at the Company's expense, as may be necessary or appropriate to establish such ownership and to assist the Company in obtaining patents thereon in the United States and/or foreign countries..."
 - B) Exhibit B is a file memo dated February 25, 1999, in which she detailed the substance of a telephone conference with herself, Dr. Gallopo and Dr. Paul Ginsburg of Pfizer taking part, and to the effect that Dr. Gallopo, no longer a consultant for Pfizer, would review a draft patent application for \$500 and that Pfizer would pay Dr. Gallopo \$125 to review and sign any documents necessary for filing the subject application in the U.S. and U.S. non-provisional and foreign applications claiming priority thereof.
 - C) Exhibit C is a cover letter sent to her by Dr. Gallopo and dated March 9, 1999, indicating enclosure of the application (document PC9668) with suggestions for change and a copy of his invoice for \$500 for the review of the draft application.

- D) Exhibit D is a letter dated March 26, 1999 sent by her to Dr. Gallopo with a copy of the application, as filed, and an Assignment for him to sign and return. Dr. Gallopo was asked to submit an invoice in the amount of \$125 in payment for his review and signature of the assignment and for other documents necessary for filing a non-provisional application in the US and perhaps abroad.
- E) Exhibit E is a letter dated April 21, 1999, sent by her to Dr. Gallopo reminding him of his obligations under the December 18, 1996 Agreement, and asking him to sign the assignment.
- F) Exhibit F is fax letter to her dated April 23, 1999, from Dr. Gallopo with the suggestion that the assignment be modified to state that he "will be reasonably compensated".
- G) On May 7, 1999, she sent a revised assignment to Dr. Gallopo and reminding him that the \$125 fee included payment for signing further documents for filing foreign and/or US nonprovisional applications (Exhibit G).
- H) Exhibit H is a facsimile letter to her dated May 18, 1999 from Dr. Gallopo disputing the inclusion of "foreign" and "non-provisional" as being covered by the \$125 agreed to fee.
- I) Exhibit I is a letter dated May 25, 1999 sent by her to Dr. Gallopo with her memo (Exhibit B) disputing his understanding and asking that he sign the assignment which had been amended with deletion of the clause which he had objected to regarding signing foreign and non-provisional documents.
- J) Exhibit J is a facsimile letter to her dated June 8, 1999 from Dr. Gallopo in which he states that Pfizer's exclusive ownership of any inventions made by him during his term with them was never an issue and that he has no objection to Pfizer filing patents without his signature on work carried out by him while at Pfizer. He states however that he never agreed to sign foreign applications and that he view this as "another ploy by Pfizer to gain access to free services". He states, "Pfizer is not to contact me again for any reason whatsoever".
- K) Despite Dr. Gallopo's letter of June 8, 1999, a letter dated June 11, 1999 (Exhibit K) was sent by her to Dr. Gallopo asking him to return the assignment with signature and that payment to him of \$125 therefor would be expedited.
- L) In a facsimile letter dated June 22, 1999 sent to her by Dr. Gallopo, he indicated that he was not going to sign the assignment and that for his time involved in the correspondence, his fee for signing the assignment alone would be \$3225. Otherwise, he would return the assignments and he was not to be contacted again. She has not contacted him since then.
- M) She further declares that all statements made herein of her own knowledge are true and all statements made on information and belief are believed to be true. All statements made herein are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under section 1001 of Title 18 of the United States Code, and that willful false statements may jeopardize the validity of the above application or any patent that may issue from it.

DATE: February 14, 2000


Kristina L. Konstas



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 11, 2000

PTAS



101355466A

PFIZER, INC.
PAUL H. GINSBURG
235 EAST 42ND STREET, 20TH FLOOR
NEW YORK, NEW YORK 10017-5755

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/17/2000

REEL/FRAME: 010769/0836
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

NELSON, DENNIS G. A.

DOC DATE: 04/07/2000

ASSIGNEE:

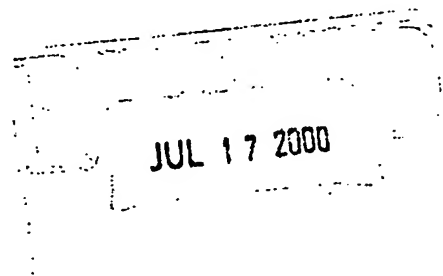
PFIZER INC
235 EAST 42ND STREET, 20TH FLOOR
NEW YORK, NEW YORK 10017-5755

ASSIGNEE:

PFIZER PRODUCTS, INC.
BLDG. 188S, 3RD FLOOR
EASTERN POINT ROAD
GROTON, CONNECTICUT 06340

SERIAL NUMBER: 09503431
PATENT NUMBER:

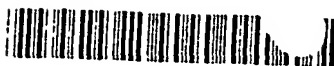
FILING DATE: 02/14/2000
ISSUE DATE:



010769/0836 PAGE 2

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

05-12-2000



101355466

copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Dennis G. A. NELSON

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 7, 2000 (Dennis G. A. NELSON)

2. Name and address of receiving party(ies):

Name: Pfizer IncStreet Address: 235 East 42nd Street, 20th FloorCity: New York State: New York Zip: 10017-5755

and

Name: Pfizer Products Inc.Internal Address: Bldg. 188S, 3rd FloorStreet Address: Eastern Point RoadCity: Groton State: Connecticut Zip: 06340Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No. (s)

09/503,431

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul H. GinsburgInternal Address: Pfizer IncStreet Address: 235 East 42nd Street, 20th FloorCity: New York State: New York ZIP: 10017-57556. Total number of pages including cover sheet, attachments and document: 47. Total fee (37 CFR 3.41).....\$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

16-1445

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached document is the original or a true copy of the original document.*Israel Nissenbaum

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

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Box Assignments
Washington, D.C. 20231**

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CONFORMS WITH FORM PTO-1595

05/10/2000 DNGUYEN 00000160 161445 09503431

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ASSIGNMENT RECORDAL CVR SHEET (GROTON) TO COMMIS (FILED PREV).DOT. 3/96

ASSIGNMENT

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, I, **Dennis G. A. NELSON** of **47 North Pocono Road, Mountain Lakes, New Jersey 07406, United States Of America**, hereby sell, assign and transfer unto **PFIZER INC.**, a corporation organized and existing under the laws of the State of Delaware, United States of America, and having its principal place of business at 235 East 42nd Street, New York, New York 10017, United States of America, my entire right, title and interest, except as limited hereinbelow, in and to patent application of the United States of America, having **PFIZER INC. Docket No. PC 9668B**, entitled; **COMPOSITIONS COMPRISING A POTASSIUM SALT ACTIVE INGREDIENT, INCLUDING ORAL COMPOSITIONS FOR REDUCING DENTAL NERVE AND DENTIN SENSITIVITY COMPRISING A NON-MENTHOL FLAVORING**; filed in the United States Patent and Trademark Office on **February 14, 2000** and assigned application number **09/503,431**; and my entire right, title and interest, in the United States of America, in and to all my inventions, whether joint or sole, disclosed in said patent application; and my entire right, title and interest in and to all applications filed in the United States of America for Letters Patent for any or all of said inventions; and my entire right, title and interest in and to all Letters Patent granted in the United States of America on the foregoing applications;

and I hereby sell, assign and transfer unto **PFIZER PRODUCTS INC.**, a corporation organized and existing under the laws of the State of Connecticut, United States of America, and having its place of business at Eastern Point Road, Groton, Connecticut 06340, United States of America, my entire right, title and interest, in all countries of the world except the United States of America, in and to all my inventions, whether joint or sole, disclosed in said patent application; and my entire right, title and interest in and to all patent applications filed outside the United States of America for Letters Patent for any or all of said inventions; and my entire right, title and interest in and to all Letters Patent granted outside the United States of America on said patent applications filed outside the United States of America; and the right to claim priority from said patent application under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States of America is a party and

which afford similar priority-claiming privileges, in all countries of the world except the United States of America;

and I hereby agree, whenever requested, to communicate to said PFIZER INC. and said PFIZER PRODUCTS INC., and their successors and assigns, any facts known to me respecting said inventions, to testify in any legal proceeding respecting said inventions, and to execute all applications or papers necessary to obtain and maintain proper patent protection on said inventions in all countries of the world.

Signed and witnessed this 7th Day of April Year 2000
at **Parsippany, New Jersey, USA**



Dennis G. A. NELSON

In the presence of:



Diana Del Grosso

(Typed or Printed Name of Witness)



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D C 20231

JUNE 26, 2000

PTAS

PFIZER INC.
PAUL H. GINSBURG → /K ✓
235 EAST 42ND STREET, 20TH FLOOR
NEW YORK, NEW YORK 10017-5755



101339611A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 04/03/2000

REEL/FRAME: 010728/0357
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

NELSON, DENNIS G. A.

DOC DATE: 03/30/2000

ASSIGNEE:

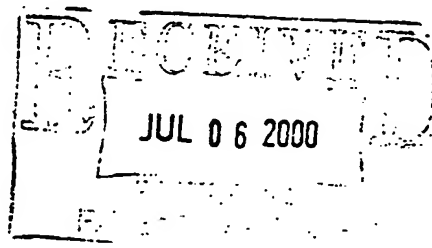
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ASSIGNEE:

PFIZER PRODUCTS INC.
EASTERN POINT ROAD
BLDG. 188S, 3RD FLOOR
GROTON, CONNECTICUT 06340

SERIAL NUMBER: 09503431
PATENT NUMBER:

FILING DATE: 02/14/2000
ISSUE DATE:



010728/0357 PAGE 2

PEARLENE FOSTER, PARALEGAL
ASSIGNMENT DIVISION
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4.3.00

04-28-2000

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark



To the Honorable Commissioner of Patents and

Documents or copy thereof.

101339611

1. Name of conveying party(ies):

Dennis G. A. NELSON - 3 PM 3:47

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

CVR/FINANCE

2. Name and address of receiving party(ies):

Name: Pfizer IncStreet Address: 235 East 42nd Street, 20th FloorCity: New York State: New York Zip: 10017-5755

and

Name: Pfizer Products Inc.Internal Address: Bldg. 188S, 3rd FloorStreet Address: Eastern Point RoadCity: Groton State: Connecticut Zip: 06340Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: March 30, 2000 (Dennis G. A. NELSON)

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No. (s)

09/503,431

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

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6. Total number of pages including cover sheet, attachments and document: 4

7. Total fee (37 CFR 3.41).....\$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

16-1445

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached document is the original or a true copy of the original document.

Israel Nissenbaum

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 4

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Honorable Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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CONFORMS WITH FORM PTO-1595

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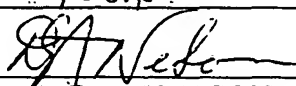
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40.00 CH

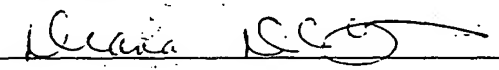
ASSIGNMENT RECORDAL CVR SHEET (GROTON) TO COMMIS (FILED PREV).DOT, 3/99

which afford similar priority-claiming privileges, in all countries of the world except the United States of America;

and I hereby agree, whenever requested, to communicate to said PFIZER INC. and said PFIZER PRODUCTS INC., and their successors and assigns, any facts known to me respecting said inventions, to testify in any legal proceeding respecting said inventions, and to execute all applications or papers necessary to obtain and maintain proper patent protection on said inventions in all countries of the world.

Signed and witnessed this 30th Day of March Year 2000
at Parsippany, New Jersey 07054

Dennis G. A. NELSON

In the presence of:


Diana Del Grosso
(Typed or Printed Name of Witness)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: Dennis G. A. Nelson et al. :
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AND DENTIN SENSITIVITY COMPRISING A :
NON-MENTHOL FLAVORING :

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:


DECLARATION BY ISRAEL NISSENBAUM

Israel Nissenbaum declares, states and says that he is a patent attorney employed by Pfizer Inc and that:

- 1) He was assigned to file the above identified application with a priority from provisional application 60/124,258 filed March 12, 1999, by the priority due date of March 12, 2000.
- 2) He prepared a declaration and application for such purpose and sent it to co-inventor Dennis Nelson for review and execution, and return, and he received the signed and dated declaration, with attached application, on January 12, 2000.
- 3) On January 13, 2000, he sent the returned signed declaration and application to Andrew Gallopo (Dr. Gallopo) for review and execution thereof.
- 4) Since he was aware that Dr. Gallopo had refused previously to sign an assignment and had asked not to be contacted again, he provided a cover letter (Exhibit I) in which he apologized for having to contact him but that the United States Patent and Trademark Office required actual signatures on a declaration by each of the inventors and that his instructions that Pfizer sign for him was insufficient in this regard. Dr Gallopo was also advised that his execution of the declaration would not be construed as an assignment.
- 5) The application with declaration was returned to him by Dr. Gallopo on January 20, 2000, unsigned, but with the pages thereof marked with vehement statements that he not be contacted again (re-iterated), with the signature area of the declaration marked "VOID", that no more documents were to be sent to him, and that it was a "3rd warning". The actual document (with the envelope in which it was returned) is attached herewith as Exhibit II.

He further declares that all statements made herein of his own knowledge are true and all statements made on information and belief are believed to be true. All statements made herein are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under section 1001 of Title 18 of the United States Code, and that willful false statements may jeopardize the validity of the above application or any patent that may issue from it.

Date: February 14, 2000


Israel Nissenbaum